

James Island Recreation Complex  
1088 Quail Drive  
March 28, 2017  
4:30 p.m.

**COMMITTEE ON WAYS AND MEANS**

1. Invocation – Chairman Moody
2. Approval of Minutes:
  - a.) March 14, 2017
3. Bids and Purchases
4. Budget Finance and Revenue Collections: Approval of a Project Development Agreement with Johnson Controls to perform a Phase III assessment of facilities and equipment to identify energy efficiencies and savings primarily for lighting, HVAC, chillers and ice machines. A facility improvement measures plan will be developed. The City will have the option of selecting JCI to implement the plan. If the City does this, then the cost of the plan will be incorporated into the financing agreement that will be brought back to Council for approval. If not, the City is required to pay \$98,435 for the cost of developing the plan.
5. Office of Cultural Affairs: Approval to submit a grant application to SCPRRT in the amount of \$6,000 for the 2017 MOJA Arts Festival. A City match in the amount of \$12,181.82 is required. The match will come from corporate sponsorships and paid admissions.
6. Parks-Capital Projects: Acceptance of a 2017 Park and Recreation Development (PARD) grant award for the funding of the construct a new playground at Lenevar Park, with the existing equipment removed upon completion. Scope of work includes site preparation, purchase and installation of new playground equipment, purchase and installation of safety surfacing, and related site improvements. This grant provides 80% of the cost of a project, with the remaining 20% to be provided as matching funds. The grant funding provides \$55,055.31, requiring a \$13,763.83 match for total project funding of \$68,819.14. Funding will be available upon acceptance of award, and work must be completed by May 31, 2019. The approval of the grant award will institute a \$68,819.14 project budget. The funding source for the project is: 2017 PARD Grant Funding (\$55,055.31) and 2017 Construction – Playground Equipment Maintenance (\$13,763.83).
7. Public Service: Approve Spring/Fishburne US17 Drainage and Transportation Improvements: Division III Federal Match (Phase 2) Change Order #6 in the amount of \$1,350,269 from Crowder Construction Co. on subject project for establishing proper street, curb, and gutter grades and cross-slopes along President St., Fishburne St., and Ashley Ave. Funding for this change order will be covered by the project contingency

8. Public Service: Approve Amendment #14 in the amount of \$915,570.40 to the original design contract with Davis & Floyd for additional services for Phase 2 of the US17 Spring/Fishburne Drainage Improvement Project. Included in the scope of this amendment are additional CEI services to complete the project and design services for street-section improvements (establishment of proper curb and gutter grade and elevations) for the portions of the project on President St., Fishburne St, and Ashley Ave. The latter task includes Project Management, DATA Collection, and Preparation of Construction Documents.
9. Public Service: Approve Forest Acres Drainage Improvement Project Change Order #1 in the amount of \$97,424.80 from Gulf Stream Construction Co. on subject project for the relocation of a sanitary sewer force main on 5<sup>th</sup> Ave that was in conflict with the new box culvert. CO#1 will be funded from the project contingency.
10. The Committee on Real Estate: (Meeting was held March 28, 2017 at 4:00 p.m. at the James Island Recreation Complex, 1088 Quail Drive)
  - a. Approval to authorize the Mayor to execute an Agreement of Purchase and Sale for the acquisition of 2321 Birdie Garrett Street from Mr. Edward Greene for \$18,000. This property will be redeveloped as affordable housing for persons earning up to 80 percent of the Area Median Income (TMS: 464-01-00-109)
  - b. Consider the following annexations:
    - i. 1844 Produce Lane (TMS# 313-00-00-157) 0.65 acre, Johns Island (District 5); This property is owned by the Estate of Mary Lurie Hewett.
    - ii. 113 Riverland Drive (TMS# 343-01-00-006) 0.55 acre, James Island (District 11); The property is owned by Mary and James Gatch.

# COMMITTEE / COUNCIL AGENDA

3a.)

TO: John J. Tecklenburg, Mayor  
FROM: Wes Ratterree DEPT. Information Technology  
SUBJECT: ONESOLUTION SOFTWARE ANNUAL MAINTENANCE AGREEMENT  
REQUEST: APPROVAL OF MAINTENANCE AGREEMENT WITH SUNGARD PUBLIC SECTOR,  
THE SOLE SOURCE VENDOR, TO PROVIDE MAINTENANCE AND SUPPORT SERVICES  
FOR THE CITY'S ONESOLUTION ERP (FINANCIAL, HR AND PAYROLL) SOFTWARE.  
COMMITTEE OF COUNCIL: Ways & Means DATE: March 28, 2017

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Wesley Ratterree</u>	<input checked="" type="checkbox"/>
Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: IT Account #: 161000-52206

Balance in Account \$868,072.90 Amount needed for this item \$102,469.17

**Does this document need to be recorded at the RMC's Office?** Yes ☐ No ☒

**NOTES:** Provides annual maintenance and support services, including software updates, for the City's Enterprise Resource Planning (ERP) system that provides all financial, payroll, budgeting, procurement and human resources functions.

CFO's Signature: [Signature]

**FISCAL IMPACT:**

Mayor's Signature: [Signature]  
John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

## SOLE SOURCE JUSTIFICATION FORM

**DEPARTMENT:** Information Technology

**PRODUCT:** OneSolution Annual Support

**REQUISITION NUMBER:** PR171530

**VENDOR:** Sungard Public Sector

**DATE:** March 9, 2017

1. Please state the use for this/these product(s).

Annual support and maintenance for OneSolution ERP system in support of City HR, Finance, Budgeting and Procurement operations.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.

No. SunGard is the developer of the software and the only source for the purchase of the support.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.

SunGard is the developer of the software and the only source for the purchase of the support.

4. Have you evaluated comparable products within the last two years?

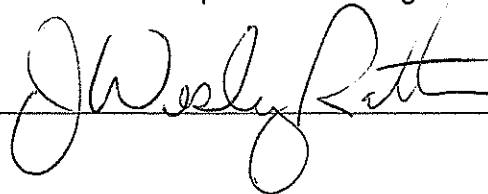
\_\_\_\_ YES or NO  X

If yes, please state the complete results of the evaluation.

If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

The Sungard OneSolution product is a long term investment by the City.

SIGNATURE



TITLE

CIO

**SUNGARD® PUBLIC SECTOR**

1000 Business Center Drive  
 Lake Mary, FL 32746  
 800-727-8088  
 www.sungardps.com

**Invoice**

<b>Company</b>	<b>Document No</b>	<b>Date</b>	<b>Page</b>
LG	134188	28/Feb/2017	1 of 3

*Handwritten:*  
 [Signature] 03-07-2017  
 WR  
 3-8-17

Bill To: City of Charleston (IFAS)  
 Dept of Information Technology  
 2 George Street, Suite 2800  
 CHARLESTON, SC 29401  
 United States  
 Attn: Greg McKenzie 843-724-7471

Ship To: City of Charleston (IFAS)  
 Dept of Information Technology  
 2 George Street, Suite 2800  
 CHARLESTON, SC 29401  
 United States  
 Attn: Greg McKenzie 843-724-7471

<b>Customer Grp/No.</b>	<b>Customer Name</b>	<b>Customer PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
1 5893LG	City of Charleston (IFAS)		USD	NET30	30/Mar/2017

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. 00004232				
26	OneSolution Professional Development Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	1,405.95	1,405.95
Contract No. 130182				
24	ONESolution Global Core - IFAS Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	389.12	389.12
25	ONESolution Financials Core - IFAS Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	2,701.63	2,701.63
Contract No. CHASCITY-2				
1	OS Support Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	89,944.93	89,944.93
2	OS - General Ledger Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	0.00	0.00
3	OS - Accounts Payable/Encumbrances Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	0.00	0.00
4	OS - Accounts Receivable/Cash Receipts Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	0.00	0.00
5	OS - Bank Reconciliation Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	0.00	0.00
6	OS - Person/Entity Database Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	0.00	0.00
7	OS - Job Project Ledger Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	0.00	0.00
8	OS - Budget Item Detail Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	0.00	0.00
9	OS - Purchasing Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	0.00	0.00
10	OS - Fixed Assets Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	0.00	0.00

<b>Page Total</b>	<b>94,441.63</b>
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**SUNGARD' PUBLIC SECTOR**

1000 Business Center Drive  
 Lake Mary, FL 32746  
 800-727-8088  
 www.sungardps.com

**Invoice**

<b>Company</b>	<b>Document No</b>	<b>Date</b>	<b>Page</b>
LG	134188	28/Feb/2017	2 of 3

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<b>Customer Grp/No.</b>	<b>Customer Name</b>	<b>Customer PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
1 5893LG	City of Charleston (IFAS)		USD	NET30	30/Mar/2017

No	SKU Code/Description/Comments	Units	Rate	Extended
11	OS - Stores Inventory Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	0.00	0.00
12	OS - Easy Laser Forms Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	0.00	0.00
13	OS - Payroll Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	0.00	0.00
14	OS - Human Resources Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	0.00	0.00
15	OS - Position Budgeting Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	0.00	0.00
16	OS - Project Allocation Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	0.00	0.00
17	OS - Contract Management Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	0.00	0.00
18	OS - Bid & Quote Management Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	0.00	0.00
19	OS - Grant Management Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	0.00	0.00
20	OS - Work Order Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	0.00	0.00
21	OS - Click, Drag, & Drill (Report Writer) Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	0.00	0.00
22	OS - Hassle Free Support Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	0.00	0.00
23	OS - Documents On-Line Maintenance Start: 01/Apr/2017, End: 31/Mar/2018	1.00	0.00	0.00

Contract No.

27	Tax (Type - MA)	1.00	8,027.54	8,027.54
			<b>Page Total</b>	<b>8,027.54</b>

**SUNGARD® PUBLIC SECTOR**

1000 Business Center Drive  
Lake Mary, FL 32746  
800-727-8088  
www.sungardps.com

# Invoice

Company	Document No	Date	Page
LG	134188	28/Feb/2017	3 of 3

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Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 5893LG	City of Charleston (IFAS)		USD	NET30	30/Mar/2017

No	SKU Code/Description/Comments	Units	Rate	Extended
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Remittance: SunGard Public Sector  
Bank of America  
12709 Collection Center Drive  
Chicago, IL 60693

Inquiries: Accounts.ReceivableLG@SunGardPS.com

Subtotal	94,441.63
Sales Tax	8,027.54
Invoice Total	102,469.17
Payment Received	0.00
Balance Due	102,469.17

**COMMITTEE / COUNCIL AGENDA**

TO: John J. Tecklenburg, Mayor

FROM: Ben Dellucci DEPT. Fleet Management

SUBJECT: 2017 NISSAN FRONTIERS

REQUEST: Approval to purchase three (3) 2017 Nissan Frontier Trucks from  
Charleston Nissan, 1714 Savannah Highway, Charleston, SC 29407  
Local Vendor beats SC State Contract price.

COMMITTEE OF COUNCIL: Ways & Means DATE: March 28, 2017

**COORDINATION:** This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Fleet Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>B. J. Sullivan</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Gregory</i>	<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 062017 Account #: 58010

Balance in Account \_\_\_\_\_ Amount needed for this item \$61,398.00

**Does this document need to be recorded at the RMC's Office?** Yes ☐ No ☐

**NEED:** Identify any critical time constraint(s).

CFO's Signature: *Amy Wharton*

**FISCAL IMPACT:** \* Using 2017 Lease Purchase Funds

Mayor's Signature: *John J. Tecklenburg*  
 John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**



**Charleston Nissan**Date: **03/09/2017 11:07:15 AM**Salesperson: **John Arent**Manager: **Michael Simard****FOR INTERNAL USE ONLY**

<b>BUSINESS NAME</b>	<b>City of Charleston</b>	<b>Home Phone:</b>
<b>CONTACT</b>	<b>Robin Robinson</b>	
<b>Address :</b>	<b>75 Calhoun St CHARLESTON, SC 29401 CHARLESTON CO</b>	<b>Work Phone: (843) 724-7314</b>
<b>E-Mail :</b>	<b>robinsonr@charleston-sc.gov</b>	<b>Cell Phone: (843) 870-7060</b>

<b>VEHICLE</b>	<b>Stock # : locatcityofcha</b>	<b>New / Used : New</b>	<b>VIN : 1N6BD0CT6HN715105</b>	<b>Mileage : 300</b>
	<b>Vehicle : 2017 Nissan Frontier</b>		<b>Color :</b>	
	<b>Type : S (A5) 4x2 King</b>			

<b>TRADE IN</b>	<b>Payoff :</b>	<b>VIN :</b>	<b>Mileage :</b>
	<b>Vehicle :</b>	<b>Color :</b>	
	<b>Type :</b>		

Selling Price	23,100.00
Discount	729.50
Rebate	3,800.00
Adjusted Price	18,570.50
bed liner	355.00
adrian single lid cross box	500.00
16" mini light roof bar w/ 4 corner strobes	699.00
Total Purchase	20,124.50
Trade Allowance	
Trade Difference	
Tax	300.00
Non Tax Fees	41.50
Trade Payoff	
Cash Deposit	
Balance	20,466.00

TRUCKS ARE FO  
Pub. service  
Rec  
Safety mg +

Customer

Management

Approval:

Approval:

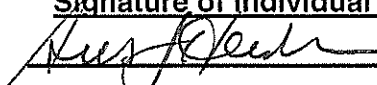
By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

# COMMITTEE / COUNCIL AGENDA

4.)

TO: John J. Tecklenburg, Mayor  
FROM: Amy Wharton, CFO DEPT. BFR  
SUBJECT: PROJECT DEVELOPMENT AGREEMENT WITH JOHNSON CONTROLS, INC.  
REQUEST: Approval of a Project Development Agreement with Johnson Controls to perform a Phase III assessment of facilities and equipment to identify energy efficiencies and savings primarily for lighting, HVAC, chillers and ice machines.  
COMMITTEE OF COUNCIL: W & M DATE: March 28, 2017

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

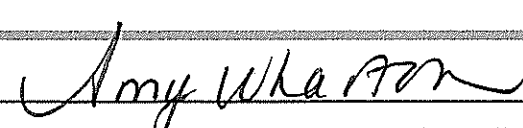
**FUNDING:** Was funding previously approved? Yes ☐ No ☒ N/A ☐

If yes, provide the following: Dept./Div.: 170100 Account #: 52410

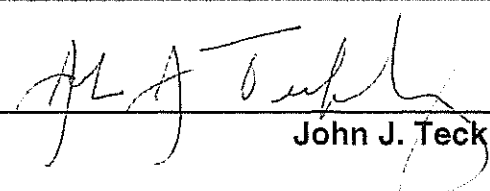
Balance in Account \$300,000.00 Amount needed for this item \*

**Does this document need to be recorded at the RMC's Office?** Yes ☐ No ☒

**NEED:** Identify any critical time constraint(s). Approval required at least 5 days before payment can be made per state law.

**CFO's Signature:** 

**FISCAL IMPACT:** \*A Facility Improvement Measures plan will be developed. The City will have the option of selecting JCI to implement the plan. If the City does this, then the cost of the plan will be incorporated into the financing agreement that will be brought back to Council for approval. If not, the City is required to pay \$98,435.00 for the cost of developing the plan.

**Mayor's Signature:**   
John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

## PROJECT DEVELOPMENT AGREEMENT BETWEEN

City of Charleston  
80 Broad Street  
Charleston, SC 29401

AND

Johnson Controls, Inc.  
4415 Sea Ray Drive  
North Charleston, SC 29405

The purpose of this Project Development Agreement (PDA) is to confirm the intent of Johnson Controls, Inc. (JCI) and the Customer named above to develop a Facility Performance Contract. This agreement will provide the basis of the scope of the PDA, the obligations of both parties, the financial metrics to be met, the intended outcomes and timeline.

### 1. Scope of Services

It is the Parties' mutual understanding this Project Development Agreement will:

- a. Provide for the development of Facility Improvement Measures (FIMs) at the facilities listed in Attachment II that will fund a performance contract meeting the financial criteria established in Section 4. and where possible, assist the Customer by providing additional improvements to reduce a Customer's deferred maintenance backlog or desired facility improvement measures not affordable otherwise; project scope to include but is not limited to:
  - i. Internal and external lighting upgrades and lighting controls
  - ii. Replacement of R-22 equipment included on City's inventory list dated 8/10/16.
  - iii. Replacement or refurbishment of ice machines at the Maritime Center
  - iv. Chiller replacements that are at or nearing the end of their useful lives at locations identified by City Facilities Team
- b. Assist the Customer in arranging for project financing;
- c. Utilize the Customer's most recent 24 months of utility consumption data, generally covering the time period of October 2014 to October 2016. Consumption data is attached to this agreement and includes the following utilities that are applicable: electricity, natural gas, No. 2 fuel oil, No. 6 fuel oil, propane, water, and sewer.

### 2. Development Schedule

It is the intent and commitment of all parties identified in this Agreement to work diligently, and cause others under their direction to work diligently to achieve the Milestone Schedule identified herein:

Milestone*	Customer Complete Date
JCI requests additional pertinent Customer Documents and Data to execute the development	September 16, 2016
Customer confirms list of Project Priority FIMs desired to be included in project	December 15, 2016
Governing Board or Authorized Representative authorizes	March 28, 2017

Project Development Agreement	
JCI Commences on-site work	April 3, 2017
JCI and Customer conduct scope workshop	May 3, 2017
JCI and Customer conduct M&V workshop	May 17, 2017
Form of financing established for the project	May 24, 2017
Form of contract established between JCI & Customer	May 31, 2017
JCI makes binding offer to Customer	June 16, 2017
Customer staff reviews offer and JCI makes final offer per Customer comments	June 30, 2017
Governing Board approves project	July 18, 2017
Project Financing and Contract executed	July 21, 2017

\*These milestones may be modified by subsequent work plans mutually agreed upon by both parties.

### 3. Deliverables

Upon completion of the project development, JCI shall deliver to the Customer:

- a. A written description of each FIM proposed to be implemented;
- d. Detailed energy/utility savings analysis
- e. Detailed definition of all proposed energy conservation measures with pricing and savings associated with each individual measure
- f. An evaluation of possible rebates
- g. Detailed construction schedule
- h. A summary of the Measurement & Verification plan, including proposed IPMV protocols, such as Option A, B, C, or D that will be used for each FIM;
- i. A comprehensive equipment startup commissioning plan
- j. Post construction maintenance requirements, frequency and activities.
- k. A financial pro forma cash flow documenting the proposed project. The pro forma will include applicable annual costs and savings that affect the project outcome such as financing, energy, water, sewer, labor and maintenance;
  - A firm offer by JCI to implement the project based on the project determinants indicated in Paragraph 4;
  - A preliminary schedule for implementation of the project.

### 4. Project Determinants

Project Determinants in the table below will be used by JCI and the Customer to determine the economic merit of the project, the values can change at any time throughout development as better information is made known. However for the purposes of determining whether or not JCI has met the success criteria identified in Paragraph 3 "Deliverables", the values indicated herein will be used upon completion of development to make such determination. Each party has a duty to inform the other of changes to any of the values indicated in a timely manner that may affect the success of the project.

	Determinant	Value	Unit
1	Project Term	15	years
2	Interest rate	3	% per year
3	Discount rate for NPV calculation	4	% per year
4	Customer capital contribution	TBD	Each
5	Electric escalation	3	% per year
6	Natural gas escalation	3	% per year
7	No. 2 fuel oil escalation	3	% per year
8	No. 6 fuel oil escalation	3	% per year
9	Propane	3	% per year
10	Electric demand	Current marginal rate from tariff	\$/kw-month
11	Electric energy on-peak	Current marginal rate from tariff	\$/kwh
12	Electric energy off-peak	Current marginal rate from tariff	\$/kwh
13	Natural gas	Avg rate for previous 24 months	\$/mmbtu
14	No. 2 fuel oil	Avg rate for previous 24 months	\$/gal
15	No. 6 fuel oil	Avg rate for previous 24 months	\$/gal
16	Propane	Avg rate for previous 24 months	\$/gal
17	Water	Current tariff rate	\$/k-gal
18	Sewer	Current tariff rate	\$/k-gal
19	Non-guaranteed incentives and rebates	TBD	\$ each,
20	Capital Cost Avoidance	Mutually agreed value	\$ each,
21	Operational Savings	Mutually agreed value	\$ per year,
22	Maintenance Savings	Mutually agreed value	\$ per year, included where permitted by law

•Utility escalations rates will be validated during the PDA using the U.S. Energy Information Administration statistics.

## 5. Customer Priority FIMs

Listed herein is a list of Customer Priority FIMs. The Customer Priority FIMs are listed in priority order in terms of importance to the Customer achieving his objectives. JCI and the Customer acknowledge that JCI will provide as many of the Customer Priority FIMs listed as possible while still achieving the criteria listed in the Deliverables paragraph. The Customer acknowledges that the project may or may not include all of the Customer Priority FIMs listed.

1. Replace R22 equipment located throughout the City as identified on the attached list.
2. Replace and/or upgrade ice machines at the Maritime Center
3. Replace LED Fixtures in Parking Garages (end of 10 year warranty on drivers)
4. Replace chillers that are at or nearing the end of their useful life as identified by the City
5. Internal and external lighting upgrades and lighting controls
6. Expand existing control system to include Bees Landing

## **6. Records and Data**

During the project development, the Customer will furnish to JCI upon its request, accurate and complete data concerning current: equipment performance data if available; costs; budgets; facilities requirements; future projected loads; facility operating requirements; etc.

JCI will provide a separate document with a formal request for the required data shortly after touring the Customer facilities. The Customer shall make every effort to provide that information within 5 days of request.

## **7. Preparation of Implementation Contract**

JCI will develop the framework of the subsequent Implementation Agreement and the Financing Agreement if applicable. JCI and Customer shall work diligently during the project development to complete and populate contract documents/amendments. The form of the documents will vary depending on Customer requirements, state statute where applicable and JCI requirements, but where prudent shall utilize JCI standard documents.

## **8. Project Development Cost and Payment Terms**

Customer agrees to the cost for JCI to provide project development services identified here in is \$ 98,435.00 and is payable within 60 days after JCI provides the Deliverables identified herein. However, Customer will have no obligation to pay this amount if:

- a. JCI and the Customer enter into the implementation Agreement (outlined in Paragraph 5) within 60 days after JCI provides the Deliverables. Costs for project development will be transferred to the total cost of the implementation Contract and be subject to the payment terms outlined in the Contract;
- b. The project fails to meet the financial impact described in Paragraph 2; in which case the Customer is not obligated to pay JCI for the development services.

## **9. Indemnity**

JCI and the Customer agree that JCI shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of JCI. Customer shall keep in force at its expense, public liability insurance (provided by the South Carolina Insurance Reserve Fund or other insurance provider chosen by the Customer) with a limit not to exceed the amounts listed below for damages as the result of any one occurrence including damages for care and loss of services, because of personal injury sustained by one or more persons, because of all property damage

sustained by one or more persons or organizations, or by any combination of personal injury or property damage sustained by one or more persons or organizations:

- a.) A limit of Three Hundred Thousand and no/100 (\$300,000.00) Dollars per person arising because of loss from a single occurrence on account of bodily injuries, because of property damage sustained, or by any combination of personal injury or property damage; and
- b.) A total sum not to exceed Six Hundred Thousand (\$600,000.00) Dollars as the result of any one occurrence, accident or disaster.

Neither JCI nor the Customer will be responsible to the other for any special, indirect, or consequential damages.

## **10. Disputes**

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. In the event that any disputes are not resolved by negotiation, all litigation arising under this Agreement shall be litigated in either the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas or the United States District Court for South Carolina, Charleston Division. The laws of the State of South Carolina shall govern this agreement.

## **11. Confidentiality**

This agreement creates a confidential relationship between JCI and Customer. Both parties acknowledge that while performing this Agreement, each will have access to confidential information, including but not limited to systems, services or planned services, suppliers, data, financial information, computer software, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, and other information relating to the other party ("Proprietary Information"). Except as authorized in writing both parties agree to keep all Proprietary Information confidential. JCI may only make copies of Proprietary Information necessary for performing its services. Upon cessation of services, termination, or expiration of this Agreement, or upon either party's request, whichever is earlier, both parties will return all such information and all documents, data and other materials in their control that contain or relate to such Proprietary Information.

JCI and Customer understand that this is a confidential project and agree to keep and maintain confidentiality regarding its undertaking of this project. JCI shall coordinate its services only through the designated Customer representative and shall provide information regarding this project to only those persons approved by Customer. JCI will be notified in writing of any changes in the designated Customer representative.

## **12. Miscellaneous Provisions**

This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final agreement.

JOHNSON CONTROLS, INC.	CUSTOMER
By	By
Signature	Signature
Title	Title
Date	Date

#### ATTACHMENT

List of facilities to be included in assessment

Inventory list of R22 Equipment



List of facilities included in assessment

No	Facility Name	Facility Address	Area
1.	CHARLESTON TENNIS CENTER	19 FARMFIELD ST	Daniel Island
2.	DANIEL ISLAND POLICE/FIRE	235 SEVEN FARMS RD	Daniel Island
3.	GOVERNORS PARK - Volvo Cars Opem - STADIUM	166 SEVEN FARMS RD	Daniel Island
4.	Governors Park - Concessions Building		
5.	Governors Park - Family Circle Tennis Center		
6.	ARCH BUILDING	85 CALHOUN ST	Downtown
7.	HAZEL PARKER PLAYGROUND	70 EAST BAY ST	Downtown
8.	OLD EXCHANGE	EAST BAY	Downtown
9.	BOXING GYM - COMMUNITY CENTER	1099 KING ST	Downtown
10.	DEE NORTON	1061 KING ST	Downtown
11.	CITY HALL	80 BROAD ST	Downtown
12.	LEGAL DEPARTMENT	50 BROAD ST	Downtown
13.	DOCK STREET THEATER	133 CHURCH ST	Downtown
14.	FINANCE	116 MEETING STREET	Downtown
15.	PARKS DEPARTMENT	823 MEETING ST	Downtown
16.	PARKS DEPARTMENT - WAREHOUSE	823 MEETING ST	Downtown
17.	VRTC - DEAN BUILDING	375 MEETING ST	Downtown
18.	MOULTRIE PLAYGROUND	41 ASHLEY	Downtown
19.	OLD SLAVE MART	36 CHALMERS ST	Downtown
20.	PARKING GARAGE - CAMDEN EXCHANGE	47 JOHN ST	Downtown
21.	PARKING GARAGE - CHARLESTON PLACE	85 HASSELL ST	Downtown
22.	PARKING GARAGE - CONCORD	1 CUMBERLAND ST	Downtown
23.	PARKING GARAGE - GAILLARD	32 ALEXANDER	Downtown
24.	PARKING GARAGE - LIBERTY & ST PHILLIPS	34 ST PHILLIPS	Downtown
25.	PARKING GARAGE - MAJESTIC SQUARE	211 KING ST	Downtown
26.	PARKING GARAGE - MARION SQUARE	399 KING ST	Downtown
27.	PARKING GARAGE - QUEEN ST	Queen ST	Downtown
28.	PARKING GARAGE - SC AQUARIUM	24 CALHOUN ST	Downtown
29.	PARKING GARAGE - VRTC	63 MARY ST	Downtown
30.	PARKING GARAGE - WENTWORTH	81 WENTWORTH ST	Downtown
31.	SHAW CENTER	22 MARY ST	Downtown
32.	ST JULIAN DEVINE	1 COOPER ST	Downtown
33.	TIEDEMAN PARK	40 ELIZABETH ST	Downtown
34.	MALL PARK	68 COLUMBUS ST	Downtown (Eastside)
35.	POLICE	62 BRIGADE ST	Downtown (Eastside)

No	Facility Name	Facility Address	Area
36.	MCMAHON PLAYGROUND	55 CLEVELAND ST	Downtown (Hampton Park)
37.	CITY ART GALLERY	34 PRIOLEAU ST	Downtown
38.	PARKING GARAGE - PRIOLEAU & EAST BAY	25 PRIOLEAU ST	Downtown
39.	HAMPTON PARK - HORTICULTURE OFFICE	30 MARY MURRAY BVLD	Downtown (Northside)
40.	MILFORD ST - CITY STORES (LOGISTICS)	1950 MILFORD ST	Downtown (Northside)
41.	PUBLIC SERVICE COMPOUND - CITY GARAGE	2150 MILFORD ST	Downtown (Northside)
42.	FREDDIE WHALEY COMMUNITY CENTER	1810 DOSHER ST(2St after Milford then rt)	Downtown (Northside)
43.	CHARLESTON MARITIME CENTER	10 WHARFSIDE ST	Downtown
44.	ARTHUR W CHRISTOPHER COMMUNITY CENTER	265 FISHBURNE ST	Downtown (Westside)
45.	HERBERT HASSELL POOL	265 FISHBURNE ST	Downtown (Westside)
46.	JOSEPH P RILEY BALLPARK	360 FISHBURNE ST	Downtown (Westside)
47.	MITCHELL PLAYGROUND	145 FISHBURNE ST	Downtown (Westside)
48.	GREENBERG MUNICIPAL COMPLEX	180 LOCKWOOD	Downtown (Westside)
49.	POLICE STATION	180 LOCKWOOD	Downtown (Westside)
50.	JACK ADAMS TENNIS CENTER - RESTROOMS	CONGRESS ST	Downtown (Westside)
51.	JACK ADAMS TENNIS CENTER - SHELTER	CONGRESS ST	Downtown (Westside)
52.	MARTIN PARK(4 Streets North of Columbus)	155 JACKSON ST	Downtown
53.	MLK POOL	155 JACKSON ST	Downtown
54.	MLK POOL - POOL HOUSE	155 JACKSON ST	Downtown
55.	JIRC - GYM	1088 QUAIL DRIVE	James Island
56.	LOWCOUNTRY SENIOR CENTER	865 RIVERLAND DRIVE	James Island
57.	MAYBANK TENNIS CENTER (2 Street N of Harborview)	1880 HOUGHTON DRIVE	James Island
58.	MUNICIPAL GOLF COURSE - CLUB HOUSE	2110 MAYBANK HWY	James Island
59.	MUNICIPAL GOLF COURSE - STORAGE SHED	2110 MAYBANK HWY	James Island
60.	THOMAS JOHNSON Park (WESTCHESTER PARK)	SECESSIONVILLE	James Island
61.	ANGEL OAK - GIFT SHOP	3688 ANGLE OAK RD	Johns Island
62.	POLICE – OFFICE (located in Fire Station 17)	JOHNS ISLAND	Johns Island
63.	POLICE - SUB STATION (located in Fire Station 17)	JOHNS ISLAND	Johns Island
64.	DEMING PLAYGROUND (Behind SK&C)	5TH AVENUE MARYVILLE	West Ashley
65.	FOREST PARK PLAYGROUND	780 PLAYGROUND RD	West Ashley
66.	LENEVAR PARK	1305 LENEVAR ST	West Ashley
67.	MARY UTSEY (ORANGE GROVE PARK) - PARK HOUSE	1350 ORANGE GROVE RD	West Ashley
68.	POLICE - OFFICE	1023 WAPPOO RD	West Ashley
69.	POLICE - SUB STATION	1525 SAMRITTENBURG	West Ashley
70.	WL STEPHENS	780 PLAYGROUND RD	West Ashley

No	Facility Name	Facility Address	Area
71.	BEES LANDING REC.(1 rt S of Glenn/McC on BeesF)	1580 Ashley Gardens Blvd.	West Ashley
72.	ORLEANS WOODS (WILLIE GAINS)	1827 TABORWOOD CIRCLE	West Ashley
73.	FIRE STATION 2 & 3 - OFFICE	262/263 MEETING ST	Downtown
74.	FIRE STATION 6	5 CANNON ST	Downtown
75.	FIRE STATION 7	1173 FT JOHNSON RD	James Island
76.	FIRE STATION 8	370 HUGER ST	Downtown
77.	FIRE STATION 9	KING ST	Downtown
78.	FIRE STATION 10	SAV HWY 1 NICHOLSON	West Ashley
79.	FIRE STATION 11	1517 SAVANNAH HWY	West Ashley
80.	FIRE STATION 12	HWY 171 OLD TOWN RD	West Ashley
81.	FIRE STATION 13	358 FOLLY RD	James Island
82.	FIRE STATION 4 & 15	162 COMING ST	Downtown
83.	FIRE STATION 16( rt before 526 Overpass on 61)	81 ASHLEY PLANTATION RD	West Ashley
84.	FIRE STATION 17	1830 BOHICKET RD	Johns Island
85.	FIRE STATION 18	235 Seven Farms Rd	Daniel Island
86.	FIRE STATION 19	1985 BEES FERRY RD	West Ashley
87.	FIRE STATION 20	1006 Pinefield Road	Daniel Island
88.	FIRE TOWER - TRAINING FACILITY	2166 MILFORD ST	Downtown (Northside)
89.	DMV	180 LOCKWOOD	Downtown
90.	CHARLESTON STAGE COMPANY	133 CHURCH STREET	Downtown
91.	HOPE REALTY	62 BRIGADE ST, UNITS D, E, F AND G	
92.	MAZYCK HOLDINGS	475 EAST BAY	Downtown
93.	MAZYCK HOLDINGS	485 EAST BAY	Downtown
94.	SOUTHEASTERN MANAGEMENT	401-C KING	
95.	WASHINGTON LIGHT INFANTRY	OLD CITADEL LOT	Downtown
96.	1906, LLC	1906 MEETING STREET	Downtown



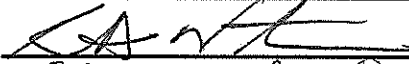
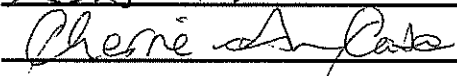
# COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor  
FROM: Scott Watson DEPT. Executive  
SUBJECT: OFFICE OF CULTURAL AFFAIRS – SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION & TOURISM  
REQUEST: To Approve the submission of a grant application to SCPRT in the Amount of \$6,000 for the 2017 MOJA Arts Festival

COMMITTEE OF COUNCIL: W&M DATE: March 28, 2017

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Office of Cultural Affairs	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

Balance in Account Amount needed for this item

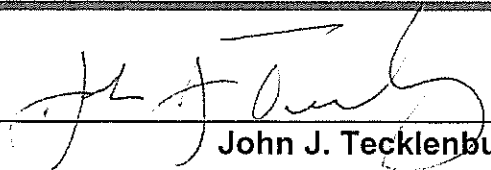
**Does this document need to be recorded at the RMC's Office?** Yes ☐ No ☐

**NEED:** Identify any critical time constraint(s).

CFO's Signature: 

**FISCAL IMPACT:**

A City match in the amount of \$12,181.82 is required. The match will come from Corporate sponsorships and paid admissions.

Mayor's Signature: 

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

## 2017-2018 SCPRT Tourism Advertising Grant Application Cover Sheet

**Organization Name:** City of Charleston Office of Cultural Affairs

**Name of Project Director:** Mayor John J. Tecklenburg

**Mailing Address:** 75 Calhoun Street, Suite 3800, Charleston, SC 29401

**Telephone Number: (843) 724-7295      Fax Number: (843) 720-3967**

**Email address:** [rooneyg@charleston-sc.gov](mailto:rooneyg@charleston-sc.gov)

**Company Website:** [www.MOJAFestival.com](http://www.MOJAFestival.com)

County: Charleston

**Identify the category for which you are applying (Check one):**

<u>X</u>	Festival/Event	_____ Attraction	Destination _____
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**Identify the amount you are financially prepared to match (Check one):**

\_\_\_\_ One-to-One Category (50% match) (Cap for Festivals or Events is \$3,000 / Cap for Attractions is \$20,000 / Cap for Destinations is \$45,000)

X Two-to-One Category (33% match) (Cap for Festivals or Events is \$6,000 / Cap for Attractions is \$40,000 / Cap for Destinations is \$100,000)

Based on the match amount (and, therefore, the cap amount) you have selected: tell us how much grant funding support you are applying for.

My organization is applying for \$ 6,000 in Tourism Advertising Grant Funds

**Calculate the amount your organization must expend in qualified expenditures:**

Requested amount: \$\_\_\_\_\_ / .50 for a **one-to-one request** = a total required qualified spend of \$\_\_\_\_\_.

-OR-

Requested amount: \$ 6,000 / .33 for a two-to-one request = a total required qualified spend of \$ 18,181.82 .

**Example:**

**Requested amount: \$15,000 / .50 for a one-to-one request = a total required qualified spend of \$30,000.**

**Requested amount: \$35,000 / .33 for a two-to-one request = a total required qualified spend of \$106,060.**

I hereby certify the information contained herein, and within any attachments, is true and accurate.

Project Director Signature \_\_\_\_\_ Date 3/28/2017

**THE CITY OF CHARLESTON OFFICE OF CULTURAL AFFAIRS  
FY2018 SC DEPARTMENT OF PARKS, RECREATION & TOURISM  
TOURISM ADVERTISEMENT GRANT NARRATIVE**

**1) Describe your organization and its mission.**

Established in 1977, the City of Charleston Office of Cultural Affairs (OCA) plays a catalytic role in producing programs and cultural activities that celebrate creativity and diversity; stimulate economic activity and amplify Charleston's reputation as an international cultural destination. Major projects include the MOJA Arts Festival, Piccolo Spoleto Festival, Charleston Farmers Market, Holiday Magic in Historic Charleston and Happy New Year Charleston. The OCA also compiles the Arts in Charleston Calendar posted on [www.charlestonarts.org](http://www.charlestonarts.org), promoting concerts, exhibitions, plays and special events produced in Berkeley, Charleston and Dorchester Counties. In addition, the OCA manages the City Gallery which attracts tourists and art lovers with an annual program of six exhibitions on an admission-free basis, and administers the Lowcountry Quarterly Arts Grants Program in partnership with the South Carolina Arts Commission and the City of North Charleston Cultural Arts Department.

**2) What is your tourism advertising objective?**

Our tourism advertising objective is to promote Charleston as a tourist destination and draw people to the South Carolina Lowcountry, specifically to attend events in the 2017 MOJA Arts Festival, scheduled to run September 28 to October 8. Each year, nearly one-third of the Festival's 60,000 participants are visitors to the Charleston area. Grant funds will be used to help increase the overall number of Festival attendees and the percentage of attendees from outside of the Charleston area. As we provide a prominent destination event for tourists interested in African-American heritage and culture, these grant funds will help attract new festivalgoers. Additionally, our advertising strategy will involve advertising in media outlets with a broad reach across the Southeast, with a particular focus on markets within a drivable distance of 200-400 miles, reaching Georgia, Northern Florida, North Carolina and Eastern Alabama and Tennessee, creating a positive economic impact on the South Carolina economy by attracting overnight tourists from these areas.

Our office has successfully promoted our major events to attract tourists to come to Charleston and enjoy festival programs and cultural happenings. Reinforcing our advertising schedules, our programs have been featured in national publications such as Travel + Leisure Magazine, Conde Nast Traveler Magazine, The New York Times, The Los Angeles Times, USA Today, US Airways Magazine and more.

Founded by the City of Charleston Office of Cultural Affairs in 1979, the MOJA Arts Festival (created under the name of the Charleston Black Arts Festival) remains a vital community event with a regional and national profile celebrating African-American and Caribbean arts and culture in the South Carolina Lowcountry. This 11-day annual festival brings together 60,000 people with a comprehensive program of events and presentations featuring jazz, gospel, R&B, visual arts, classical music, theater, poetry, storytelling, children's activities, traditional crafts, and heritage events. MOJA's mission is built around the concept of building bridges of understanding and respect for the beauty of artistic and cultural expression among all people.

MOJA has been repeatedly selected as one of the Southeast Tourism Society's Top 20 events and is an annual highlight of the autumn cultural calendar drawing patrons from around the US.

**3) Identify your target audience(s), including geographic, demographic and other relevant criteria. Why is this your target audience(s)?**

As a major destination festival in the Southeast, we will utilize grant funds to attract tourists interested in African-American and Caribbean heritage and culture with the added appeal of Charleston and the South Carolina Lowcountry. According to a Google Analytics report of activity on [www.MOJAFestival.com](http://www.MOJAFestival.com) for last year's Festival, the homes of out-of-state visitors to the site included North Carolina, Georgia, Florida, Texas, New York, Virginia, Tennessee, California and more. The radio, TV and digital advertising we purchase will focus on viewers and listeners in South Carolina (outside of the tri-county area), North Carolina, Florida and Georgia. We will focus on populations that would likely attend the Festival as a one-day (50+ miles away) or overnight (200-400 miles away) visit. Additionally, our email marketing has a national reach with over 35,000 subscribers for the MOJA Arts Festival.

With Charleston being in the heart of the Gullah Geechee Cultural Heritage Corridor, we are the beacon for this cultural and linguistic area that stretches from North Carolina to Northern Florida. With the development of the International African American Museum on Charleston Harbor, it's critical that we draw a regional and national audience of visitors interested in the South Carolina Lowcountry's heritage of African American history, identity and culture.

**4) What media outlets will you use to best reach this audience? Explain why the media you plan to use is the best way to reach your target audience(s).**

Our media plan will focus on outlets that will allow us to reach into areas beyond the tri-county area and into North Carolina, Florida and Georgia. As mentioned above, we plan to reach populations that could potentially make a trip to Charleston a one or two day affair. These media outlets include the Atlanta Journal-Constitution, the Charlotte Observer, the Greensboro News & Record (which has a reach throughout the Piedmont Triad of North Carolina) and the Florida Times-Union (which has a reach throughout Northeast Florida). Our proposed radio and television stations (see attached media grid) have a reach into parts of North Carolina and Georgia, as well as a reach into the Lowcountry, Midlands and Upstate areas of South Carolina. We will rely on editorial coverage to reach more distant markets and tourists traveling via air.

**5) When is your advertising running?**

Please see the attached spreadsheet with the media schedule grid.

**6) What metrics will you use to measure the effectiveness of your advertising?**

We will utilize Google Analytics for [www.MOJAFestival.com](http://www.MOJAFestival.com), analytics in Constant Contact for our email newsletter subscriptions, ticketing system analytics for the Festival and print and online audience surveys (conducted during and after the Festival).

**SCPA**

518,203



# CPR COMMITTEE and/or COUNCIL AGENDA

(6.)

TO: John J. Tecklenburg, Mayor  
FROM: Matt Compton / Matt Frohlich DEPT. Parks – Capital Projects  
SUBJECT: 2017 PARD GRANT ACCEPTANCE– LENEVAR PARK PLAYGROUND EQUIPMENT REPLACEMENT & RELATED IMPROVEMENTS  
REQUEST: Acceptance of a 2017 Park And Recreation Development (PARD) grant award for the funding of the construct a new playground at Lenevar Park, with the existing equipment removed upon completion. Scope of work includes site preparation, purchase and installation of new playground equipment, purchase and installation of safety surfacing, and related site improvements.

This grant provides 80% of the cost of a project, with the remaining 20% to be provided as matching funds. The grant funding provides \$55,055.31, requiring a \$13,763.83 match for total project funding of \$68,819.14. Funding will be available upon acceptance of award, and work must be completed by May 31, 2019.

COMMITTEE OF COUNCIL: Ways & Means DATE: March 28, 2017

**COORDINATION:** This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>Francis J. Cantwell</u>	<input type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>	<u>Shawn V. Host</u>	<input type="checkbox"/>
Grant Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Cherie - San Gato</u>	<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept/Div Parks-Construction Acct # 523000-52435

Balance in Account \$146,690.69 Amount needed for this item \$13,763.83

Project Number CP1714

**NEED:** Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

**FISCAL IMPACT:** The approval of the grant award will institute a \$68,819.14 project budget. The funding source for the project is: 2017 PARD Grant Funding (\$55,055.31) and 2017 Construction – Playground Equipment Maintenance (\$13,763.83).

Mayor's Signature: John J. Tecklenburg  
John J. Tecklenburg, Mayor



South Carolina Department of  
Parks, Recreation & Tourism

Henry McMaster  
Governor

Duane N. Parrish  
Director

February 15, 2017

Mr. Matthew M. Compton  
City of Charleston  
823 Meeting ST  
Charleston, SC 29403

  
Dear Mr. Compton:

The Department of Parks, Recreation, and Tourism wishes to extend congratulations on the approval of the following project(s) under the Park and Recreation Development Fund:

2017070                      Lenevar Park - New Playground & Related Improvement

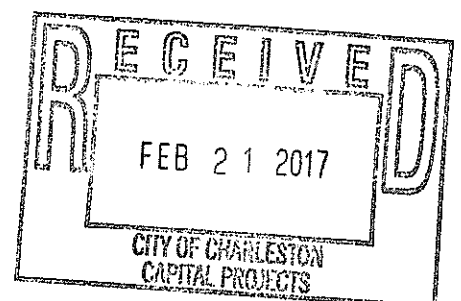
Upon return of the signed agreement you may proceed with your project. Please reference the agreement document for dates when construction and bills are to be complete.

Enclosed you will find copies of the project agreement(s). Please review the document carefully, sign and return one copy to this office. Please feel free to call should you have any questions.

Sincerely



Alesha Cushman  
Grants Coordinator



**STATE OF SOUTH CAROLINA  
DEPARTMENT OF PARKS, RECREATION AND TOURISM  
PARK AND RECREATION DEVELOPMENT FUND  
PROJECT AGREEMENT**

PROJECT NUMBER: 2017070

PROJECT NAME: Lenevar Park - New Playground & Related Improvement

PROJECT SPONSOR: City of Charleston

PERIOD COVERED BY THIS AGREEMENT: February 15, 2017 to February 15, 2037

PROJECT SCOPE (Describe in detail in the project file, but is summarized as follows):

Purchase and install new playground equipment, to include border, safety surface, and ADA compliant connections to existing trails.

**BILLING PERIOD**

The project sponsor must submit billing for at least the amount indicated within the designated period(s):

\$68,819.14 By May 31, 2019

**PROJECT COST**

State Share	\$55,055.31
Local Share	\$13,763.83
Total Cost	\$68,819.14

The State of South Carolina, represented by the Department of Parks, Recreation, and Tourism, (hereinafter referred to as PRT), and The Project Sponsor, mutually agree to perform this agreement in accordance with the guidelines established by PRT, and with the terms, promises, maps, and assurances attached hereto and made part of this agreement.

The State of South Carolina promises to obligate the amount of money referred to herein. The Project sponsor promises to execute the project above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties involved:

- 1) The Project Sponsor agrees to operate the above described facilities in a nondiscriminatory manner with regards to race, color, creed, national origin, or handicap such that the general public is not prohibited except possibly during night hours when it might be deemed unsafe for use.
- 2) The Project Sponsor agrees to operate and maintain the above described facilities in a safe and useable manner for their intended purposes throughout the agreement period.
- 3) The Project Sponsor agrees to erect and maintain throughout the agreement period, a sign which credits the State and The Parks and Recreation Development Fund for assisting in the project.
- 4) In the event that any portion of this agreement applied to leased property, the Project Sponsor must provide PRT with an adequate lease to the subject property prior to the first billing request. And, if the lease is terminated for any reason prior to the expiration date of this agreement, the Project Sponsor agrees to relocate any improvements developed under this agreement to another site which would be open for public use. Any and all expenses for real estate, relocation and/or other expenses will be borne by the project sponsor.

The State of South Carolina

By



Department of Parks,  
Recreation and Tourism

Date: 15-Feb-2017

Project Sponsor

By

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

# COMMITTEE / COUNCIL AGENDA

7.)

TO: John Tecklenburg, Mayor

FROM: Laura S. Cabiness

DEPT. Public Service

SUBJECT: SPRING/FISHBURNE US17 DRAINAGE & TRANSPORTATION IMPROVEMENTS:  
DIVISION III FEDERAL MATCH (PHASE 2) CHANGE ORDER #6 - CROWDER  
CONSTRUCTION CO.

REQUEST: Approve Change Order # 6 from Crowder Construction Co. on subject project  
for establishing proper street, curb, and gutter grades and cross-slopes along  
President St, Fishburne St, and Ashley Ave. Funding for this change order will be  
covered by the project contingency.

COMMITTEE OF COUNCIL: Ways & Means DATE: 28 March 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>Frances J. Campbell</u>	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Dir. Dept. of Public Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☒ N/A ☐

If yes, provide the following: Dept./Div.: 050356 Account #: 58240

Balance in Account \$1,350,269.00 Amount needed for this item \$1,350,269.00

Does this document need to be recorded at the RMC Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature: [Signature]  
John Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS  
DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA  
MEETING.

**Change Order**No. 6Date: March 10, 2017OWNER'S Project No. 14.0001 ENGINEER'S Project No. 03295.00 Fed MatchProject: Spring Fishburne US 17 Transportation and Drainage improvements SCDOT 2012 Federal MatchCONTRACTOR: Crowder Construction CompanyContract for: Transportation & Drainage Improvements Contract Date: March 22, 2015  
NTP June 1, 2015**NATURE OF THE CHANGES: Additional Granite Curb Fishburne, Ashley & President**

Line Item	Item Code	Item	Quantity	Unit	Unit Price	Amount
CO-06		Straight Granite Curb	4,608	LF	\$125.00	\$576,000.00
		Radial Granite Curb	415	LF	\$135.00	\$56,025.00
		Demo Existing Curb	5,023	LF	\$5.00	\$25,115.00
		Disposal of Excavation Debris	5,023	LF	\$30.00	\$150,690.00
		Traffic Control	90	DAY	\$2,500.00	\$180,000.00
		Survey	1	LS	\$19,000.00	\$19,000.00
		Sawcut Existing Asphalt	5,023	LF	\$3.00	\$15,069.00
		Core Drill drainage Structures (Underdrain)	120	EA	\$110.00	\$13,200.00
		Prime Direct Cost: (Materials, Labor, Equipment Taxes)	1	LS	\$211,660.00	\$211,660.00
		Prime Markup on Subcontractor (10%)	1	LS	\$103,510.00	\$103,510.00
Total						\$1,350,269.00

**Description:**

This change order is to establish unit cost to compensate the contractor for additional granite curb removal and replacement within the system HWS & H footprint on Fishburne St., President St. and Ashley Ave. Preconstruction roadway condition and curb subsidence have contributed to cross slope and ponding issues on existing roadway. This additional work will correct cross slope, ponding and rideability issues.

These changes result in the following adjustment of Contract Price and Contract Time:

Contract Price Prior to This Change Order	\$23,479,326.56
Net Increase Resulting From This Change Order	\$1,350,269.00
Current Contract Price Including This Change Order	\$24,829,595.56
Current Time Prior to This Change Order	August 4, 2017 (Days or Date)
Net (Increase)(Decrease) Resulting From This Change Order	0 Days
Current Contract Time Including This Change Order	August 4, 2017 (Days or Date)

Spring Fishburne US 17 Transportation and Drainage Improvements  
SCDOT 2012 Federal Match Program  
Change Order No. 6  
Signature Sheet

**City of Charleston**

Owner

2 George Street

Address

Charleston, SC 29401

By:

Date:

**Crowder Construction Company**

Contractor

6409 Brookshire Blvd.

Address

Charlotte NC, 28616

By:

Date:

*Guy F. Elli*  
3/14/17

**Davis & Floyd, Inc.**

Engineer

3229 W. Montague Ave

Address

Charleston, SC 29418

By:

Date:

*[Signature]*  
3/14/17

**SCDOT**

Agency

Address

By:

Date:

**SCDOT**

Agency

Address

By:

Date:

Not valid until signed by the City, Engineer, Contractor & SCDOT.

# COMMITTEE / COUNCIL AGENDA

8.)

**TO:** John Tecklenburg, Mayor  
**FROM:** Laura S. Cabiness, PE **DEPT.** Public Service  
**SUBJECT:** SPRING/FISHBURNE DRAINAGE IMPROVEMENT PROJECT DESIGN CONTRACT AMEND. #14 - ADD'L SERVICES FOR PHASE 2 DESIGN & CONSTRUCTION

**REQUEST:** Approve Amendment # 14 to the original design contract with Davis & Floyd for additional services for Phase 2 of the US17 Spring/Fishburne Drainage Improvement Project. Included in the scope of this amendment are additional CEI services to complete the project and design services for street-section improvements (establishment of proper curb and gutter grade and elevations) for the portions of the project on President St, Fishburne St, and Ashley Ave. The latter task includes Project Management, Data Collection, and Preparation of Construction Documents.

**COMMITTEE OF COUNCIL:** Ways and Means **DATE:** 28 March 2017

**COORDINATION:** This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<i>Francis J. Cantrell</i>	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	<i>Amy Wharton</i>	<input type="checkbox"/>
Dir. Dept. of Public Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Laura S. Cabiness</i>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☐ No ☒ N/A ☐

If yes, provide the following: Dept./Div: 050356 Account #: 58238

Balance in Account \$915,570.40 Amount needed for this item \$915,570.40

**Does this document need to be recorded at the RMC's Office?** Yes ☐ No ☒

**NEED:** Identify any critical time constraint(s).

**CFO's Signature:** *Amy Wharton*

**FISCAL IMPACT:**

**Mayor's Signature:** *John Tecklenburg*  
John Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**



AMENDMENT NO. 14  
TO THE  
STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

\*\*\*\*\*

Project: Spring/Fishburne Drainage Improvements

INITIAL:

OWNER: \_\_\_\_\_

ENGINEER: 

This is an Amendment to the Agreement between the City of Charleston (Owner) and Davis & Floyd, Inc. (Engineer) dated March 26, 1999 (hereafter referred to as the Agreement). This said Amendment is effective as of \_\_\_\_\_.

1. Owner and Engineer, in consideration of their mutual covenants as set forth herein, agree to expand the Scope of Work of the Agreement.

The Scope of Services will be expanded to include extended Construction Engineering and Inspection services for SCDOT 2012 Federal Match Program project construction and design services to improve street cross sections and longitudinal grades along curbing for President Street ( $\approx 340$  LF), Fishburne Street ( $\approx 785$  LF), and Ashley Avenue ( $\approx 610$  LF).

2. Engineer shall submit to the Owner an itemized statement identifying the individuals that worked on the task, the hourly rate for each individual and an itemized statement of any reimbursable expenses for the Owner's approval.


Services for this effort will be billed on a cost plus fixed fee basis using SCDOT's approved overhead rates. Engineer's Fee will be 10% of total labor cost. Total billings for this service will not exceed \$915,570.00 without written authorization.

3. Owner and Engineer agree to amend Exhibit C, Article 4, C4.01, A.1 of the Agreement to increase the total contract amount to \$18,713,491.65 (an increase of \$915,570.00).
4. In all other respects, the Agreement remains unmodified and in full force and effect.

City of Charleston  
OWNER

By: \_\_\_\_\_  
Name: John J. Tecklenburg  
Title: Mayor  
Address: P.O. Box 652  
Charleston, SC 29402

Davis & Floyd, Inc.  
ENGINEER

By:   
Name: J. Donovan Dukes, PE  
Title: Senior Vice President  
Address: P.O. Box 61599  
Charleston, SC 29419

# DAVIS & FLOYD

SINCE 1954

March 01, 2017

Laura S. Cabiness, PE  
Director – Public Service  
City of Charleston  
75 Calhoun Street  
Charleston, SC 29401

via Email: [CABINESSL@charleston-sc.gov](mailto:CABINESSL@charleston-sc.gov)

Re: Revised Additional Services Proposal (Amendment No.14)  
Extended CEI Services and Street Section Improvements  
Division III – (Phase II) FY 2012 SCDOT Federal Match Program  
D&F Job Number: 30295.00

Dear Ms. Cabiness:

Davis & Floyd, Inc. (D&F) is pleased to partner with the City on the Spring / Fishburne US17 Drainage Improvements Project by providing Construction Engineering & Inspection (CEI) services. Due to the need for increased engineering and inspection effort above that which was budgeted and approved in Contract Amendment 11, D&F respectfully requests an increase of the project budget, as described below, to support the completion of this phase of the referenced project. In addition, D&F also proposes to provide additional professional services to provide design for street section improvements to further enhance street serviceability and roadway surface / gutter drainage along President Street, Fishburne Street, and Ashley Avenue.

## **Additional CEI Services**

As communicated in Progress Meetings with the City, the project has experienced various contractor performance issues which have necessitated CEI effort that will extend beyond the amount originally scoped and used for establishing a contracted fee for such services. These construction related issues have led to an extension of the contractor's CPM schedule, which is expected to require the current D&F project team staffing levels (including sub consultants Atlantic South (DBE) and Design Works) to remain in effect through July of 2017, and a reduced level of effort then being required through project closeout.

It is proposed that services for this effort will be billed on a cost plus fixed fee basis using SCDOT's audited and approved overhead rates for the Engineer. Engineer's fee will be 10% of total labor cost and the total billings for these additional services will not exceed **\$840,933.00** without written authorization.

### **Street Section Improvements**

D&F also proposes to provide additional professional services to provide design for President Street / Fishburne Street / Ashley Avenue street section. This work is proposed to improve street serviceability and roadway surface/gutter drainage along President Street, Fishburne Street and Ashley Avenue by improving street cross sections and longitudinal grades along curbing. While stopping short of a full street section improvement or typical streetscape improvement project, these improvements will work toward further enhancing the level of drainage service beyond that otherwise offered as a typical drainage improvement project that serves to alleviate flooding and replaces such infrastructure only included as incidental work to the drainage project. The limits of this additional work include;

- Approximately 340 LF of President Street from Line Street to Fishburne Street
- Approximately 785 LF of Fishburne Street from President Street to Ashley Avenue
- Approximately 610 LF of Ashley Avenue from Fishburne Street to Sumter Street

The purpose of the proposed project is to improve street stormwater conveyance by improving street sections so that stormwater is better directed to recently installed catch basins. The need for such improvements has become evident as the drainage system has been installed and the street section has been restored only to its pre-project conditions. The original conditions of the aforementioned street sections suffered from low shoulders, curbing that has settled to the point that it lies below the pavement section, and in many cases, the lack of a pavement crown with little to no pavement cross slope and inconsistent and broken longitudinal slopes along the street gutters.

D&F proposes to further improve the efficiency of surface conveyance of stormwater runoff and capturing at catch basins by replacing curbing to standard heights, improving shoulder grading and milling and repaving existing asphalt pavement sections.

It is proposed that services for this effort will be billed on a cost plus fixed fee basis using SCDOT's audited and approved overhead rates for the Engineer. Engineer's fee will be 10% of total labor cost and the total billings for these additional services will not exceed **\$74,637.00** without written authorization. D&F basic engineering services will include the following tasks:

### **Task 1: Project Management**

D&F proposes to provide project management for all aspects of the additional work, as detailed below. D&F will perform general administrative duties associated with the work to include progress monitoring, scheduling, general correspondence, and office and project administration.

### **Task 2: Data Collection**

D&F will provide topographic surveying service of the aforementioned street sections to include;

- Cross section every 20-feet providing as-built (recently completed) location and elevations of;
  - Curb
  - Edge and centerline of pavement
  - Shoulders
  - Driveways
  - Sidewalk
- Location of all significant trees

### **Task 3: Construction Documents**

D&F will design street cross sections utilizing AutoCAD 3D. A Triangular Irregular Network (tin file) will be created for each street section using data collected through the topographic survey. Using the tin file D&F will create existing condition cross sections, profiles and plan view drawings of the street sections. These existing conditions will then be used to guide the design of proposed street sections.

D&F will prepare construction documents (drawings) for the project detailing cross section improvements, catch basin adjustments, curbing, driveway adjustments required, and shoulder grading where required.

The construction documents more specifically include:

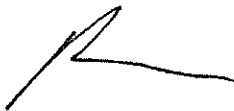
- Sediment & Erosion Control Plan & Details
- Demolition Plan
- Curbing Plan & Details
- Paving Plan & Details
- Pavement Markings and Signage & Details

D&F will provide the City with 75% complete and 100% complete construction drawings for review and to ensure that the proposed design meets the City's expectations. Roadway design and construction documents will also be provided to SCDOT for review and approval under modification to the current Encroachment Permit.

We truly appreciate the opportunity to continue offering our services to support the construction of this phase of the project and to further enhance the serviceability of the completed work. We propose total contract increase in the amount of **\$915,570.00**. Fee analyses for both the Extended CEI Services and Street Section Improvements are enclosed for your use. Please feel free to contact us should you have any questions or concerns regarding our approach to addressing these extended project needs, our estimated costs forward, or the additional budget requested in the proposed Amendment.

Very truly yours,

**DAVIS & FLOYD**



Michael V. Horton, PE, CFM  
Chief Engineering Officer

Enclosures

Fee Analysis – Extended CEI Services  
Sub Proposal – Hussey Gay Bell  
Fee Analysis – Street Section Improvements

c:	Steven A. Kirk, PE	City of Charleston
	J. Donovan Dukes, PE	Davis & Floyd, Inc.
	J. Michael Simpson, PE	Davis & Floyd, Inc.

# SUMMARY SHEET

**Contract Name:** Spring / Fishburne US17 Transportation and Drainage Improvements - Div III 2012 Fed Match Program  
**Date Estimate Prepared / Revised:** Extended CEI Services  
**Estimate Prepared By:** December 16, 2016  
 Michael V. Horton

Prime Consultant Total Estimated Man-Hours	Contract Schedule:	300 Days to Substantial Completion (+60 days)

Man-Hours
8,183

Prime Consultant -		
Total Estimated Direct Labor	\$	247,763.50
Total Estimated Overhead	\$	375,925.33
Direct Raw Labor + Overhead	\$	623,688.83
Fixed Fee	\$	62,368.88
FCCM	\$	923.54
Total Estimated Prime Consultant Direct Expenses	\$	31,302.50
<b>Prime Consultant Subtotal</b>	<b>\$</b>	<b>718,283.76</b>

Subconsultants		
Subconsultant Names	Subconsultant Work %	Subconsultant Fees
Atlantic South Consulting - DBE Inspector	8.68%	\$ 73,000.00
Design Works - Landscaping CEI	5.71%	\$ 48,000.00
Hussey Gay Bell (HGB) - Survey	0.20%	\$ 1,650.00
	0.00%	\$ -
	0.00%	\$ -
<b>Subconsultant Totals</b>	<b>14.58%</b>	<b>\$ 122,650.00</b>

Man-Hours
3,250
3,656
2,432
100
-
<b>9,438</b>

**GRAND TOTAL**

**\$ 840,933.76**

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<b>Contract Name:</b>	Spring / Fishburne US17 Transportation and Drainage Improvements - Div III 2012 Fed Match Program
<b>Contract Schedule:</b>	Extended CEI Services
<b>Date Estimate Prepared / Revised:</b>	300 Days to Substantial Completion (+60 days) December 16, 2016

[illegible]

Use sliding scale for hours / month when ramping up or down the need for a specific classification / resource

**Direct Labor**

\$	-	\$	.	\$	2
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2017																					
Staffing by Title		Proposed Resource	Projected hours worked per month												Hours Per Year	Hourly Rate	OT Hours Per Year	Add'l OT Rate	Field Labor Totals	Field OT Labor Totals	Office Labor Totals
			J	F	M	A	M	J	J	A	S	O	N	D							
FIELD STAFF:																					
Resident Construction Manager		Conville		175	175	175	175	175	175	175	175	175	175	175	175	175	1,575		\$	-	
Sr. Inspector - Roadway		Richardson		22	22	22	22	22	22	22	22	22	22	22	22	22	198		\$	-	
Sr. Inspector - Roadway		Everhart		43	43	43	43	43	43	43	43	43	43	43	43	43	387		\$	-	
Jr. Inspector - Structure		Constantine		175	175	175	175	175	175	175	0	0	0	0	0	0	1,050		\$	-	
Jr. Inspector - Structure		Bradley		175	175	175	175	175	175	175	175	0	0	0	0	0	1,225		\$	-	
Jr. Inspector - Road		Daniels		175	175	175	175	175	175	175	175	0	0	0	0	0	1,225		\$	-	
Jr. Inspector - Road		Rowland		175	175	175	175	175	175	175	175	175	175	175	175	175	1,575		\$	-	
Utility Coordinator		Ulley		9	9	9	9	9	9	9	0	0	0	0	0	0	54		\$	-	
Surveyor		Booker		11	11	11	11	11	11	11	0	0	0	0	0	0	66		\$	-	
Survey Field Technician		Perez		0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$	-	
																	0				
OFFICE STAFF:																					
Principal-In-Charge		Horton		2	2	2	2	2	2	2	2	2	2	2	2	2	18				
Construction Services Manager		Simpson		30	30	30	30	30	30	30	30	30	30	30	30	30	270				
Sr. Transportation/Traffic Engineer		Webb		5	5	5	5	5	5	5	5	5	5	5	5	5	45				
Sr. Structure Engineer		Orvin		2	2	2	2	2	2	2	2	2	2	2	2	2	18				
Sr. Hydraulics Engineer		Putnam		5	5	5	5	5	5	5	5	5	5	5	5	5	45				
Jr. Hydraulics Engineer		Ritchie		5	5	5	5	5	5	5	5	5	5	5	5	5	45				
Administrative Assistant		Mitchell		43	43	43	43	43	43	43	43	43	43	43	43	43	387				
Surveyor		Thewes		0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Survey Technician		Smith		0	0	0	0	0	0	0	0	0	0	0	0	0	0				
														estimated man-hours	8,183		0				

Use sliding scale for hours / month when ramping up or down the need for a specific classification / resource

**Direct Labor**

\$	222,140.60	\$	-	\$	25,623.00
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Total Estimated Man-Hours	8.183
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	FIELD %	OFFICE %	FF %				
Total Estimated Direct Labor				\$	222,140.50	\$ -	\$ 26,653.00
Total Estimated Overhead	146.81%	194.36%		\$	326,124.47	-	\$ 49,800.86
Direct Raw Labor + Overhead				\$	548,264.97	\$ -	\$ 75,423.86
Fixed Fee			10.00%	\$	54,826.50	-	\$ 7,542.39
FCCM	0.35%	0.57%		\$	777.49	\$ -	\$ 146.05
Total Estimated Prime Consultant Direct Expense:				\$	31,302.50		
Prime Consultant Subtotal				\$	635,171.46	\$ -	\$ 83,112.30

Prime Total Cost	\$	718,283.76
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Prime Man-Hours	8.183
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	Subconsultant Work %			Hours
Atlantic South Consulting - DBE Inspector	8.68%	\$	73,000.00	3,250
Design Works - Landscaping CE	5.71%	\$	48,000.00	3,656
Hussey Gay Bell - Survey	0.20%	\$	1,650.00	2,432
	0.00%	\$	-	100
	0.00%	\$	-	
<b>Subconsultant Totals</b>	<b>14.58%</b>	<b>\$</b>	<b>122,650.00</b>	<b>9,438</b>
<b>GRAND TOTAL</b>		<b>\$</b>	<b>840,933.76</b>	<b>Total Man-Hours 17,621</b>

GRAND TOTAL	\$	840,933.76
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Total Man-Hours 17.621



**HUSSEY GAY BELL**  
— Established 1958 —

September 26, 2016

Jason Swartz, P.E.  
Black & Veatch Corporation  
418 King Street  
Suite 301  
Charleston, SC 29403

RE: Proposal for Surveying Services  
Spring Fishburne Project  
Easement Plat - Todd Street (TMS 460-04-03-139)  
Charleston, South Carolina

Dear Jason:

In response to our recent correspondence, HGBD Surveyors, LLC (herein referred to as "Hussey Gay Bell") is pleased to submit our proposal for surveying services related to the above referenced project.

The proposed scope of services is as follows:

Hussey Gay Bell will prepare a "Parking" Easement plat encompassing Charleston County TMS 460-04-03-139 also depicted as Parcel "A" on the attached plat.

Proposed Fee:

Our proposed lump sum fee for this project is \$1,500.00.

Based on your notice to proceed e-mailed to me on September 21 we will begin field work on this project later this week and anticipate delivery of a draft of the plat at some point next week.

Please sign in the space provided and return one copy by e-mail to [jporth@husseygaybell.com](mailto:jporth@husseygaybell.com).

We appreciate this opportunity to be of service and look forward to working with you toward the successful completion of this project.

Please feel free to contact me with any questions.

Sincerely,  
HUSSEY GAY BELL



Joddie R. Porth, P.L.S.  
Principal

# SUMMARY SHEET

**Contract Name:** Spring / Fishburne US17 Transportation and Drainage Improvements - Div III 2012 Fed Match Program  
**Date Estimate Prepared / Revised:** December 16, 2016  
**Estimate Prepared By:** Michael V. Horton

Contract Schedule:	120 Days (+60 days)
Prime Consultant Total Estimated Man-Hours	

Man-Hours	824
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Prime Consultant -			
Total Estimated Direct Labor	\$	23,924.00	
Total Estimated Overhead	\$	43,303.33	
Direct Raw Labor + Overhead	\$	67,227.33	
Fixed Fee	\$	6,722.73	
FCCM	\$	121.58	
Total Estimated Prime Consultant Direct Expenses	\$	565.00	
<b>Prime Consultant Subtotal</b>	<b>\$</b>	<b>74,636.64</b>	

Subconsultants			
Subconsultant Names	Subconsultant Work %	Subconsultant Fees	
	0.00%	\$	-
	0.00%	\$	-
	0.00%	\$	-
	0.00%	\$	-
	0.00%	\$	-
<b>Subconsultant Totals</b>	<b>0.00%</b>	<b>\$</b>	<b>-</b>

Man-Hours	3,250
	3,656
	2,432
	100
	-
	9,438

**GRAND TOTAL**      **\$ 74,636.64**      **10,262**

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\$	-	\$	-	\$	-
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\$	6.720.00	\$	-	\$	17.204.00
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Davis & Floyd, Inc. 12/16/2016

# COMMITTEE / COUNCIL AGENDA

9.)

TO: **John Tecklenburg, Mayor**  
FROM: **Laura S. Cabiness** DEPT. **Public Service**  
SUBJECT: **FOREST ACRES DRAINAGE IMPROVEMENT PROJECT CHANGE ORDER #1 - GULF STREAM CONSTRUCTION CO.**  
REQUEST: Approve Change Order # 1 from Gulf Stream Construction Co. on subject project for the relocation of a sanitary sewer force main on 5<sup>th</sup> Ave that was in conflict with the new box culvert. CO# 1 will be funded from the project contingency.

COMMITTEE OF COUNCIL: Ways & Means DATE: 28 March 2017

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>Frances J. Conwell</u>	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Dir. Dept. of Public Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>David G.</u>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☐ No ☒ N/A ☐

If yes, provide the following: Dept./Div.: 050352 Account #: 58240

Balance in Account \$97,424.80 Amount needed for this item \$97,424.80

**Does this document need to be recorded at the RMC Office?** Yes ☐ No ☒

**NEED:** Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

**FISCAL IMPACT:**

Mayor's Signature: John Tecklenburg  
John Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

**CONSTRUCTION CONTRACT  
CHANGE ORDER**

Project: Forest Acres and Heathwood Construction Contract: Contract I  
Drive Drainage Improvements Change Order Number: 1  
Phase 1

Owner: City of Charleston Department Date Issued: February 20, 2017  
Department of Public Service Contract Dated: June 20, 2016

Contractor: Gulf Stream Construction Co., Inc. Engineer's Project Number: 23595.0000.811

**The Contract is changed as follows:**

- Adjust total quantities to reflect construction of Exhibit 23595 0001 Sht U1 5-Add of FM Relo at 5<sup>th</sup> Ave issued by Thomas & Hutton dated January 23, 2017. See attached.
- Adjust total pricing to reflect construction of Exhibit 23595 0001 Sht U1 5-Add of FM Relo at 5<sup>th</sup> Ave issued by Thomas & Hutton dated January 23, 2017. See attached.

**Not valid until signed by the Owner, Engineer, and Contractor.**

**Adjustments in the Contract Sum:**

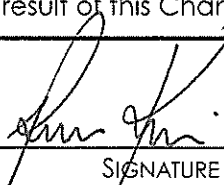
The original Contract Amount was .....\$ 9,928,045.49  
Net change by previously authorized Change Orders .....\$ 0.00  
The Contract Amount prior to this Change Order was .....\$ 9,928,045.49  
The new Contract Amount will be (increased) (decreased) (unchanged)  
by this Change Order in the amount of .....\$ 97,424.80  
The new Contract Amount including this Change Order will be .....\$10,025,470.29

**Adjustments in the Contract Time:**

Original Substantial Completion Date ..... Unchanged  
Sum of Previously Approved Increases and Decreases ..... ( ) days  
Date of Substantial Completion prior to this Change Order ..... Unchanged  
The Contract Time will be (increased) (decreased) (unchanged) by ( ) days  
The date of Substantial Completion as a result of this Change Order therefore is Unchanged

**ENGINEER RECOMMENDATION**

Rick Karkowski, P.E.  
ENGINEER

  
SIGNATURE

3/13/2017  
DATE

**CONTRACTOR ACCEPTANCE**

Kenneth A. Halseberg, P.E.  
CONTRACTOR

  
SIGNATURE

3/9/17  
DATE

**OWNER APPROVAL**

John J. Tecklenburg  
OWNER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Forest Acres - Force Main Relocation on 5th Ave.**

Layout & as-built					
Testing	1	ls	\$ 2,710.00	\$	2,760.00
Dewatering (add'l wellpoints & pump time)	1	ls	\$ 1,881.00	\$	1,880.00
Line stop incl. excavation	1	ls	\$ 7,244.00	\$	7,244.00
6" RJ C900 pipe	1	ea	\$ 9,280.00	\$	9,280.00
6" P401 MJ fittings	160	lf	\$ 208.00	\$	33,280.00
Restrain ex. Pipe	6	ea	\$ 757.00	\$	4,542.00
16" steel casing	3	ea	\$ 1,350.00	\$	4,050.00
ARV MH w/ Raven 405 & valve	50	lf	\$ 85.00	\$	4,250.00
Excavate, import & off-site disposal	1	ea	\$ 11,850.00	\$	11,850.00
Removal/disposal of waste & old FM material	148	cy	\$ 38.50	\$	5,698.00
subtotal (Chandler's work)	1	ls	\$ 2,850.00	\$	2,850.00
bond				\$	87,684.00
business license			\$0.00*	\$	884.00
subtotal			\$88,568.00	\$	<del>88,854.00</del>
GSCC markup (10%)			\$8,856.80	\$	<del>8,886.40</del>
<b>TOTAL</b>			<b>\$97,424.80</b>	<b>\$</b>	<b><del>97,750.40</del></b>

\*Already required as part of the original contract.



**CONSTRUCTION CONTRACT  
CHANGE ORDER**

Project: Forest Acres and Heathwood Construction Contract: Contract I  
Drive Drainage Improvements Change Order Number: 1  
Phase 1

Owner: City of Charleston Department Date Issued: February 20, 2017  
Department of Public Service Contract Dated: June 20, 2016

Contractor: Gulf Stream Construction Co., Inc. Engineer's Project Number: 23595.0000.811

**The Contract is changed as follows:**

- Adjust total quantities to reflect construction of Exhibit 23595 0001 Sht U1 5-Add of FM Relo at 5<sup>th</sup> Ave issued by Thomas & Hutton dated January 23, 2017. See attached.
- Adjust total pricing to reflect construction of Exhibit 23595 0001 Sht U1 5-Add of FM Relo at 5<sup>th</sup> Ave issued by Thomas & Hutton dated January 23, 2017. See attached.

**Not valid until signed by the Owner, Engineer, and Contractor.**

**Adjustments in the Contract Sum:**

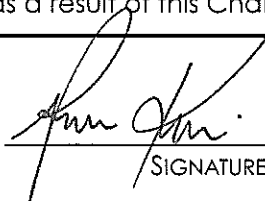
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Net change by previously authorized Change Orders .....\$ 0.00  
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The new Contract Amount including this Change Order will be .....\$10,025,470.29

**Adjustments in the Contract Time:**

Original Substantial Completion Date ..... Unchanged  
Sum of Previously Approved Increases and Decreases ..... ( ) days  
Date of Substantial Completion prior to this Change Order ..... Unchanged  
The Contract Time will be (increased) (decreased) (unchanged) by ( ) days  
The date of Substantial Completion as a result of this Change Order therefore is Unchanged

**ENGINEER RECOMMENDATION**

Rick Karkowski, P.E.  
ENGINEER

  
SIGNATURE

3/13/2017  
DATE

**CONTRACTOR ACCEPTANCE**

Kenneth A. Holseberg, P.E.  
CONTRACTOR

  
SIGNATURE

3/9/17  
DATE

**OWNER APPROVAL**

John J. Tecklenburg  
OWNER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



**Forest Acres - Force Main Relocation on 5th Ave.**

Layout & as-built	1	ls	\$ 2,710.00	\$	2,760.00
Testing	1	ls	\$ 1,881.00	\$	1,880.00
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Excavate, import & off-site disposal	148	cy	\$ 38.50	\$	5,698.00
Removal/disposal of waste & old FM material	1	ls	\$ 2,850.00	\$	2,850.00
subtotal (Chandler's work)				\$	87,684.00
bond				\$	884.00
business license			\$0.00*	<del>\$</del>	<del>296.00</del>
subtotal			\$88,568.00	<del>\$</del>	<del>88,864.00</del>
GSCC markup (10%)			\$8,856.80	<del>\$</del>	<del>8,886.40</del>
TOTAL			\$97,424.80	<del>\$</del>	<del>97,750.40</del>

\*Already required as part of the original contract.

